

Human Resources Committee

Mike Harris, Chairman James Carius Community Room 101 S. Capitol Street Pekin, Illinois 61554 Tuesday, April 22, 2025 *Immediately following Finance Committee meeting*

- I. Roll Call
- II. Approve the minutes of the March 18, 2025 meeting and March 26, 2025 in-place meeting
- III. Public Comment
- IV. Unfinished Business
- V. New Business
- HR-25-07
- A. Recommend to approve full time officer position to support DCFS Child Protection Specialists
- B. Executive Session 5 ILCS 120/2(c)(2) Collective Bargaining or Salary Schedules
- VI. Reports and Communications
- VII. Recess

Members: Chairman Mike Harris, Max Schneider, Joe Woodrow, Deene Milam, Eric Schmidgall, Kim Joesting, Russ Crawford, Dave Mingus, Nancy Proehl, Eric Stahl, Aaron Phillips

Minutes pending committee approval

HUMAN RESOURCES COMMITTEE

Jamies Carius Conference Room Tuesday, March 18, 2025 – 3:56 p.m.



Committee Members Present: Chairman Mike Harris, Dave Mingus, Eric Schmidgall, Eric Stahl, Kim Joesting, Russ Crawford, Joe Woodrow, Nancy Proehl, Deene Milam

Committee Members Absent: Max Schneider

Others Attending: Mike Deluhery, County Administrator

MOTION MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER JOESTING to approve the minutes from the February 18, 2025 meeting.

On voice vote, MOTION CARRIED UNANIMOUSLY.

MOTION

HR-25-05 **MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER PROEHL** to recommend to approve the revised Resolution to amend the Plan Summary

Human Resources Director Sue Webster stated that this is to change our current SPD plan to allow annual colonoscopies, regardless of a diagnosis to be covered at 100% and all deductibles waived. She stated that this would allow us to match our wellness program initiatives. She stated that this would be effective for all levels of the healthcare plan (PPO, Mid-PPO, and HDHP).

Member Hopkins stated that this is very important, and they can catch it at younger ages.

On voice vote, MOTION AS AMENDED CARRIED UNANIMOUSLY.

MOTION

HR-25-06 **MOTION BY MEMBER MILAM**, **SECOND BY MEMBER PROEHL** to recommend to approve Carle Health Contract Extension

Human Resources Director Sue Webster stated that currently, we have a current contract with Carle Health that is in effect until November 30, 2026. She stated that our plan year is through December 31, 2026. She stated that she is requesting an extension so it runs concurrently with other plans.

On voice vote, MOTION CARRIED UNANIMOUSLY.

MOTION BY MEMBER MINGUS, SECOND BY MEMBER PROEHL to move the Committee into Executive Session under 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules at 4:01 p.m.

On voice vote, MOTION CARRIED UNANIMOUSLY

Chairman Harris moved the Committee out of Executive Session at 4:38 p.m.

MOTION BY MEMBER SCHMIDGALL, SECOND BY MEMBER JOESTING to move the Committee into Executive Session under 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules at 4:38 p.m.

On voice vote, MOTION CARRIED UNANIMOUSLY

Chairman Harris moved the Committee out of Executive Session at 4:40 p.m.

RECESS Chairman Harris recessed the meeting at 4:41 p.m.

(transcribed by S. Gullette)

Minutes pending committee approval

IN-PLACE HUMAN RESOURCES COMMITTEE

Jamies Carius Conference Room Wednesday, March 26, 2025 – 7:18 p.m.



Committee Members Present: Chairman Mike Harris, Max Schneider, Dave Mingus, Eric Schmidgall, Russ Crawford, Joe Woodrow, Deene Milam

Committee Members Absent: Kim Joesting, Nancy Proehl, Eric Stahl

Others Attending: Mike Deluhery, County Administrator

MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER SCHNEIDER to move the Committee into Executive Session under 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules at 7:18 p.m.

On voice vote, MOTION CARRIED UNANIMOUSLY

Chairman Harris moved the Committee out of Executive Session at 7:24 p.m.

RECESS Chairman Harris recessed the meeting at 7:24 p.m.

(transcribed by S. Gullette)

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COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

<u>RESOLUTION</u>

WHEREAS, the County's Human Resources Committee recommends approving one (1) additional full-time Deputy Sheriff position as part of an Intergovernmental Agreement (IGA) with the Illinois Department of Children and Family Services (DCFS); and

WHEREAS, DCFS has proposed that the Sheriff's office partner in a Co-Responder Program for a four-year term where the deputy will be assigned to support DCFS Child Protection Specialists during field operations within Tazewell County; and

WHEREAS, DCFS will pay for the costs of the full-time officer, including wages, benefits, uniform, and vehicle; and

WHEREAS, a resolution recognizing the increase in grant revenue and grant expenses would be brought forward to the Finance Committee once final amounts are determined for FY25.

THEREFORE BE IT RESOLVED, that the recommendation be approved.

BE IT FURTHER RESOLVED that the County Clerk notifies Human Resources, Finance Director, and the Payroll Division of this action.

PASSED THIS 30th DAY OF April, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TAZEWELL COUNTY SHERIFF'S OFFICE SHERIFF JEFFREY LOWER

101 SOUTH CAPITOL ST., PEKIN ILLINOIS 61554

Proposal to the Tazewell County Board Subject: Approval to Add One Deputy for DCFS Co-Responder Program Submitted by: Sheriff Jeffrey Lower Date: 04/17/25

Executive Summary:

I respectfully request the County Board's approval to add one (1) full-time Deputy Sheriff position to the Tazewell County Sheriff's Office staff as part of an Intergovernmental Agreement (IGA) with the Illinois Department of Children and Family Services (DCFS). This deputy will serve as a dedicated Co-Responder, assigned to support DCFS Child Protection Specialists (CPS) during field operations within Tazewell County. This position will be fully funded by DCFS for the duration of the four-year agreement.

Background and Justification:

The Illinois DCFS Co-Responder Program aims to enhance child protection operations by partnering with local law enforcement agencies. DCFS has formally invited the Tazewell County Sheriff's Office to join this program, under which one deputy will be assigned to accompany and assist CPS staff with safety assessments, home visits, protective custody interventions, and related field duties.

DCFS recognizes the heightened safety risks its investigators face when responding to potentially volatile or high-risk environments. By assigning a specially designated deputy, we will improve the safety of state workers and streamline coordination during critical child protection operations. Peoria County currently participates in this program under a nearly identical agreement.

Funding and Cost Impact:

There is no cost to Tazewell County for the addition of this deputy. DCFS will provide full reimbursement for:

- Salary and benefits of the deputy
- Squad vehicle use
- Equipment and supplies
- Operational costs as detailed in Exhibit A of the IGA

Payments will be made to the County on a monthly basis, and the IGA includes protections for termination or funding changes with appropriate notice provisions.

Role and Oversight:

The assigned deputy will:

- Work a standard weekday shift (Mon–Fri, 9:00 a.m. to 5:00 p.m.)
- Operate under the Sheriff's command and supervision
- Provide security and law enforcement presence during DCFS field operations
- Assist in executing child protection warrants as needed
- Maintain regular reports and documentation in accordance with Sheriff's Office policy

The position will remain under full operational control of the Sheriff's Office, and all general orders and collective bargaining agreements will continue to apply.

Recommendation:

I recommend the County Board approve the addition of one full-time deputy to the Tazewell County Sheriff's Office contingent upon execution of the IGA with DCFS. This partnership enhances child welfare in our county, ensures the safety of all involved, and imposes no financial burden on local taxpayers.

A copy of the formal invitation, proposed IGA and the funding breakdown is available for your review.



April 14, 2025

Sheriff Jeff Lower Tazewell County Sheriff's Department 101 S. Capitol Pekin, IL 61554

Dear Sheriff Lower,

Thank you for recently taking the time to meet with us!

DCFS would like to cordially invite the Tazewell County Sheriff's Department to partner with DCFS in our Co-Responder Program on a full-time basis.

If your office is interested in partnering with the DCFS Co-responder Program, we ask that you kindly reply to this letter of interest to: sabrina.jennings@illinois.gov by April 28, 2025.

Your reply is not binding and serves solely for coordination and planning purposes between our organizations. Once your reply of interest has been received, we will reach out to you with additional information. We will then work on a timeline for your organization to join the Co-Responder program that is beneficial to both organizations.

Thank you again for your time and consideration!

Respectfully,

Sabrina D. Jennings

Sabrina D. Jennings Regional Chief of Security – Northern Region / IGA Project Manager

Cc: Aram Perry Jr, Ph.D., Deputy Director of Child Protection Tim Franke TA, Chief of *Statemide* Security Operations

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406 E. Monroe Street • Springfield, Illinois 62701 217-785-2509 • DCFS.Illinois.gov

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF ****** ON BEHALF OF THE ***** SHERIFF'S OFFICE AND THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES

This Intergovernmental Agreement ("IGA") is entered into by and between the County of ***** ("County") on behalf of the Sheriff of ***** County ("Sheriff's Office") and the Illinois Department of Children and Family Services ("DCFS") (individually, a "Party" and collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, DCFS has the primary responsibility of protecting children through the investigation of suspected abuse or neglect by parents and other caregivers in a position of trust or authority over the child; and

WHEREAS, the Child Protection Division (CPD) is a specialized component within DCFS tasked with the crucial role of investigations into the alleged abuse or neglect of a child; and

WHEREAS, DCFS Child Protection Specialists (CPS) are required to implement the duties and responsibilities of CPD by assessing immediate safety of children and initiating appropriate levels of protection needed, observing family situations relating to allegations of abuse and neglect, interviewing alleged victims and perpetrators, and placing children in protective custody if necessary; and

WHEREAS, the ***** County Sheriff's Office is in a unique position to help support CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client's home; and

WHEREAS, DCFS desires to collaborate with the ***** County Sheriff's Office to enhance safety protocols and measures for CPS when they conduct required home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities which requires visiting a client's home; and

WHEREAS, a strong collaboration between DCFS and the ***** County Sheriff's Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

WHEREAS, DCFS and the ***** County Sheriff's Office have created a specialized unit comprised of a Deputy Sheriff to accompany and assist CPS during home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires CPS to visit a client's home.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. DCFS Responsibilities

- i. CPS will identify, with direction from the Child Protection Specialist Supervisor, Area Administrator, or Regional Administrator, instances in which a Deputy Sheriff is needed to accompany and assist CPS to a home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit a client's home.
- ii. CPS will make reasonable efforts to identify and assess any known safety risks prior to conducting any home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit to a client's home.
- iii. CPS will fully brief the assigned Deputy Sheriff on all pertinent and non-confidential information, including any identified risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- As directed by the Deputy Sheriff, CPS will adhere to any safety measures identified by the Deputy Sheriff in response to the known risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- v. If the Deputy Sheriff is dissatisfied with the performance of DCFS pursuant to this IGA, DCFS and the Sheriff's Office shall find a mutually agreeable solution.
 - B. **** County Sheriff's Office's Responsibilities
- i. Provided DCFS performs under Section V, the ***** County Sheriff's Office shall make all reasonable efforts to assign one (1) Deputy Sheriff and one (1) squad car to the ##### Field Office CPD to accompany and assist CPS as needed in ***** County.
- ii. Contingent on operational capacity, as determined in ***** County Sheriff's Office sole discretion, the Deputy Sheriff shall be available five (5) days a week from 9 a.m. to 5 p.m. to ###### CPD.
- iii. In the event that the assigned Deputy Sheriff has taken benefit time or leave, ***** County Sheriff's Office shall assign an appropriate individual for coverage purposes and to assume the duties and responsibilities of the assigned Deputy Sheriff.

- iv. As permitted by other duties, as determined in ***** County Sheriff's Office sole discretion, the assigned Deputy Sheriff shall assist the ##### Field Office CPD in executing child protection warrants issued by the Circuit Court of ***** County to help locate and return missing youth in care to DCFS.
- v. The ***** County Sheriff's Office shall provide vehicles, fuel, computers, and routine supplies for the general operations as deemed necessary by the ***** County Sheriff's Office.
- vi. The ***** County Sheriff's Office shall provide command staff for the Deputy Sheriff detailed to the ##### Field Office CPD.
- vii. Command and control of any and all personnel employed by ***** County or the ***** County Sheriff's Office and assigned to the ##### Field Office CPD shall be through the chain-of-command of the ***** County Sheriff's Office according to the ***** County Sheriff's Office's General Orders, rules, and regulations.
- viii. The ***** County Sheriff's Office personnel assigned to the ##### Field Office CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to the ##### Field Office CPD, according to the ***** County Sheriff's Offices General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the ***** County Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
- ix. The assigned Deputy Sheriff's shall fully brief CPS on all pertinent and non-confidential information known or available to the ***** County Sheriff's Office, including any identified risks associated with the home evaluation, home visit, or other responsibilities requiring CPS to visit a client's home.
- x. If DCFS is dissatisfied with the performance of a Deputy Sheriff, DCFS may request that the ***** County Sheriff's Office reassign a new Deputy Sheriff to the ##### Field Office CPD. The ***** County Sheriff's Office shall comply with DCFS' request for reassignment unless operational capacity or an applicable collective bargaining agreement prevents the ***** County Sheriff's Office from such reassignment. If operational capacity or an applicable collective bargaining agreement prevents the Sheriff from such reassignment, the ***** County Sheriff's Office and DCFS shall find a mutually agreeable solution.
 - C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, ***** County, or the ***** County Sheriff's Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on %%%% 1, 20%% and shall continue for %%%% (%) years, through and until June 30, 20%%. Any Party may terminate this IGA at any time upon thirty (30) days written notice.

V. REIMBURSEMENT

- A. DCFS agrees to reimburse the ***** County Sheriff's Office at the rate of \$------ in year one, \$------ in year two, \$------ in year three and \$------ in year four in exchange for the ***** County Sheriff's Office assignment of one (1) Deputy Sheriff to the ##### Field Office CPD pursuant to this IGA. Said payment shall be used by the ***** County Sheriff's Office to pay the salary and benefits to such ***** County Sheriff's police officer as well as equipment costs.
- B. DCFS agrees to reimburse the ***** County Sheriff's Office for reasonable costs as set out in Exhibit A.
- C. The ***** County Sheriff's Office shall send an invoice to DCFS in accordance with paragraph V.A and V.B. Invoices shall be prorated and issued on a monthly basis on the 15th of each month.
- D. DCFS shall process payment to the ***** County Sheriff's Office within ninety (90) days of receipt of invoice, payable to the ***** County Sheriff's Office

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the ***** County Sheriff's Office concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the ***** County Sheriff and DCFS' General Counsel shall be responsible for promptly resolving the dispute in good faith and in a cooperative manner.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

To: ***** County Sheriff's OfficeDCFS*****Attn: Director's Office*****, Illinois 0000060 East Van BurenSuite 1339Chicago, IL 60605

VIII. MISCELLANEOUS

- A. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- C. Tax Identification Certification. _____ County Sheriff's Office certifies that: ______ is _____ County Sheriff's Office's correct federal employer identification number (FEIN). If _____ County Sheriff's Office has not received a payment from the State of Illinois in the last two years, _____ County Sheriff's Office must submit a W-9 tax form with this Agreement.
- D. DCFS shall provide notice, in writing, to the ***** County Sheriff's Office of any such funding failure and its election to terminate or suspend this IGA as soon as practicable. Any suspension or termination pursuant to this Section shall be effective upon the ***** County Sheriff's Office, ninety (90) days following receipt of said notice.
- E. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- F. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any claim against DCFS arising out of this IGA must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq.
- G. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.
- H. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.
- *I.* This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
- *J.* ***** County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- *K.* DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.

- L. No officer, member, official, employee, or agent of DCFS or ***** County shall be individually or personally liable in connection with this IGA. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third Parties that may reasonably result from the performance of its lawful functions, including those functions that are contemplated by this IGA. Each Party shall bear the cost of its own defense. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.
- *M*. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES EXECUTION: The undersigned, on behalf of the Illinois Department of Children and Family Services, hereby accepts the foregoing Intergovernmental Agreement:

Dated:

Heidi E. Mueller Director Illinois Department of Children and Family Services

_____ COUNTY EXECUTION: The undersigned, on behalf of _____ County of _____, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Dated:

Sheriff

_____ County Illinois

ACKNOWLEDGED:

_____ County Board Chair